BLANK

PAGE

LIBRARY
SUPREME COURT, U. S.

IN THE

Supreme Court of the United States

October Term, 1956

IVAN C. MOLOAT, REGIONAL DIRECTOR OF THE SECOND REGION OF THE NATIONAL LABOR RELATIONS BOARD,
Petitioner,

v.

GENERAL ELECTRIC COMPANY, ET AL.

On Petition for a Writ of Certiorari to the United States Court of Appeals for the Second Circuit

---

MEMORANDUM OF [illegible] INTERNATIONAL UNION OF ELECTRICAL, RADIO AND MACHINE WORKERS, AFL-CIO, IN REPLY TO MEMORANDUM OF RESPONDENTS

[illegible]
[illegible]
[illegible]
[illegible]

BLANK

PAGE

INDEX

	Page
Memorandum of Respondent IUE in Reply to Suggestion of Mootness	1
Appendix A—Statement of AFL-CIO President George Meany issued October 14, 1966	1a
Appendix B—Memorandum of October 28, 1966, to Members of Steering Committee from David Lasser	3a
Appendix C—Changes made by the 1966-1969 IUE-GE National Agreement signed October 26, 1966	4a
Appendix D—Letter of April 10, 1962, to John H. Callahan from Philip D. Moore	6a
Appendix E—Letter of April 26, 1962, to Philip D. Moore from John H. Callahan	7a
Appendix F—Minutes of IUE-GE Negotiating Committee Meeting With General Electric Company May 29, 1962	8a
Appendix G—News article from Pittsfield General Electric News, June 8, 1962	22a
Appendix H—Minutes of IUE-GE Negotiating Committee Meeting with General Electric Company December 12, 1962	26a
Appendix I—Minutes of IUE-GE Negotiating Committee Meeting with General Electric Company Februay 26, 1964	36a

CASES CITED

Carroll's Transfer Co., 56 NLRB 930	6
General Electric Co., 150 NLRB 192	4, 6, 10
International Union of Electrical Workers v. NLRB, 382 U.S. 366	10

BLANK

PAGE

IN THE

Supreme Court of the United States

OCTOBER TERM, 1966

No. 645

IVAN C. MCLEOD, REGIONAL DIRECTOR OF THE SECOND REGION OF THE NATIONAL LABOR RELATIONS BOARD,
Petitioner,

v.

GENERAL ELECTRIC COMPANY, ET AL.

On Petition for a Writ of Certiorari to the United States Court of Appeals for the Second Circuit

---

MEMORANDUM OF RESPONDENT, INTERNATIONAL UNION OF ELECTRICAL, RADIO AND MACHINE WORKERS, AFL-CIO, IN REPLY TO SUGGESTION OF MOOTNESS

The respondent, General Electric Company, in its memorandum in opposition to the petition for certiorari, has urged that the petition should be dismissed on the ground of mootness (Memorandum of GE, pp.

11-12). GE's position is based upon the erroneous assumption that this proceeding is limited to the negotiation of a national collective bargaining agreement between IUE and GE in 1966 and that once this agreement had been reached the case became moot (Memo of GE, pp. 1, 11). We respectfully submit that this is not correct. The facts hereinafter detailed establish that this proceeding has never been so limited. The temporary injunction entered by its terms requires GE in its continuing bargaining relationship with IUE and its constitutent locals to respect the right of IUE and its constituent locals to ultilize representatives of other unions as representatives of IUE and its constituent locals. GE's adamant refusal to respect IUE's rights in this regard may well give rise to continued violations of the rights of its employees to bargain collectively through representatives of their own choosing during the period prior to the completion of the administrative proceedings before the Labor Board and enforcement or review proceedings unless the temporary injunction remains in full force and effect pending final disposition of the Labor Board's case.

1. Paragraph (a) of the temporary injunction (pet. p. 67) enjoins and restrains GE from:

> "Failing or refusing to meet, confer and bargain collectively in good faith with International Union of Electrical, Radio and Machine Workers, AFL-CIO (IUE) and its constituent locals, by declining to meet with the selected representatives of IUE and its constituent locals because of the presence of any representatives of other unions whom IUE and its constituent locals have invited to attend for the purpose of participating in the discussion and advising or consulting with IUE and its constituent locals;"

While paragraph (b) enjoins and restrains the refusal only with respect to the negotiation of the 1966 National Agreement, the provisions of paragraphs (a) and (c) constitute an injunction unlimited as to time or occasion. There, thus, can be no doubt that on the face, only paragraph (b) has become moot. The other two paragraphs as written apply to all future bargaining and all future meetings between GE and the IUE or any of its constituent locals which the law requires or which the parties voluntarily enter upon pending final disposition of the proceedings instituted by IUE's charge filed with the Labor Board on May 9, 1966.

2. The Committee on Collective Bargaining, its Steering Committee and the expanded IUE Negotiating Committee are all still in existence and are making plans to continue the coordination between the eleven unions with respect to issues left open by the national collective bargaining agreement and with respect to other issues which call for meetings between the IUE Negotiating Committee and GE during the term of the contract and between the local negotiating committees and GE.

In announcing the agreement reached between GE and IUE on October 14, 1966, AFL-CIO President George Meany included in his announcement the statement that the eleven unions "intend to continue and broaden our united activities in the coming months, both in the handling of problems during the life of the agreement and in preparation for the negotiations three years from now". A copy of President Meany's statement is printed at the end of this Memorandum as Appendix A, *infra,* pp. 1a-2a.

On October 28, 1966, two days after the final signing of the 1966-1969 IUE-GE Agreement, the next meeting

of the cooperating unions was announced. We attach as Appendix B, *infra,* pp. 3a-4a, a letter dated October 28, 1966, on the letterhead of the Committee on Collective Bargaining from David Lasser, Chairman, to Members of the Steering Committee, announcing a meeting for November 18, 1966, and listing as one of the items to be discussed a campaign to help southern and rural locals in the GE chain to get increases which would remedy geographic wage differentials.

As was found by the district court in this case (R. 643a-644a) and as is shown by the Board's decision in *Matter of General Electric,* 1964, 150 NLRB 192, 205-206, there are really two levels of collective bargaining between IUE and GE, the national level and the local level. The IUE, as distinguished from its locals, is the certified bargaining representative in fifty of the local units as well as in the national unit (R. 25a, 643a).

Article XXI of the 1963-1966 IUE-GE National Agreement, which is in the record here (Bd. Exh. 3, p. 66, facing R. 492a admitted in evidence, R. 44a), and was not in this respect changed in any way by the 1966-1969 IUE-GE contract, expressly provides that local supplements shall be negotiated during the life of the National Agreement. The district court described the local agreements "as additions to, not variations from, the National Contracts" (R. 644a).

During the 1966-1969 negotiations the IUE requested GE to negotiate the local supplements, most of which were and are, open for renegotiation either because not for a fixed term or because they were terminated by notices given pursuant to Section 8(d) at the same time as the notices to terminate the National IUE-GE Agreement on October 2, 1966, were given. IUE

pointed out to GE that if these local issues were settled before a national agreement was signed, GE would not be plagued by many local strikes following the signing of the National Agreement. GE refused, insisting on the continuance of the practice of past years, where the National Agreement is signed first, leaving for bargaining thereafter lower level issues, all of which by contract (see Article XIII, par. 2(c), pp. 53-54 and Article XXI, p. 66, of Bd. Exh. 3, facing R. 492a) require national IUE agreement, irrespective of whether the local or the IUE is the certified bargaining agent. Hence the signing of the National Agreement in nowise completes the present round of negotiations between IUE and GE.

The past practice between GE and IUE, not changed by the new contract, is to process as grievances wage inequity claims with national handling at the third level (Article XIII, Par. 2(a), pp. 53-54 of Bd. Exh. 3 facing R. 492a) with the full right to strike if the grievance is not settled by negotiation between GE and IUE (Article XIV, pp. 54-55 of Bd. Exh. 3, facing R. 492a). A copy of the pertinent provisions of the 1966-1969 GE-IUE contract is attached hereto as Appendix C, pp. 4a-5a, *infra*.

It is on the basis of these provisions in the National IUE-GE contract and in the setting of GE's insisting on leaving these issues open for negotiation with IUE following the signing of the National 1966-1969 Agreement that the Memorandum of October 28, 1966 states that with respect to the GE chain "This question of wage differentials remains an open matter that ought to be settled through our coordinated activities" (Appendix B, *infra*, p. 3a) The IUE plans to place repre-

sentatives from other unions on the IUE local committees for negotiating local issues.

The duty to meet and bargain imposed by Section 8(a)(5) of the statute includes the duty to meet to negotiate problems arising in the administration of the contract, including specifically the handling of grievances. See for instance *Carroll's Transfer Co.*, 56 NLRB 930, 937. Since the contract between GE and IUE provides for national agreement to local supplements and national handling at the third level of the grievance machinery, the same duty is imposed on GE to meet and negotiate with IUE through whomsoever IUE wishes to name as its representatives, with respect to reaching agreements on local supplements and in grievance handling as with respect to negotiating a new national agreement.

3. The record in the instant case shows the cooperative effort of IUE and the other unions representing employees of GE in connection with the negotiation of national agreements between IUE and GE in 1960 and 1963 (R. 181a, 184, 186a-188a). The Board's decision in *Matter of General Electric Co.*, 1964, 150 NLRB 192, 210, finds that

> "In late 1959, the IUE and four other member unions of the AFL-CIO Industrial Union Department representing bargaining units in the GE chain formed a loose coalition for the purpose of exchanging information and coordinating certain other activities related to the 1960 negotiations."

The fact is that over the years IUE has participated in various forms of coordinated activity with these other unions in an effort to meet GE's playing of these unions off against each other as described by the District Court in the instant case (R. 646a).

4. Issues often arise during the term of the contract which call for negotiation of new national provisions. The record here discloses that upon the enactment of the Social Security Act Amendments, including Medicare, in the summer of 1965, the IUE and the other cooperating unions, then seven in number, sought to meet with GE to negotiate with respect to the unilateral changes GE had announced, including GE's plan to deduct from pensioners who did not sign up for Medicare all the benefits which such pensioners would have received had they so signed up and to unfairly penalize those affected by the change in the Social Security Act as to taxed wages from $4,800 to $6,600 (R. 424a-427a). GE refused to meet with the unions other than IUE stating in its letter of refusal that GE did not bargain with the other seven unions on a national basis (R. 428a). GE did meet with the IUE Negotiating Committee and listened to their objections to GE's unilaterally announced changes to meet the changed law. GE refused to negotiate with IUE on the ground that the insurance and pension contract was not open until 1968 (R. 428a). Nevertheless GE did alter its unilaterally announced plan by changing the arrangements so as to dovetail the supplementary Medicare provisions into the GE plan in a manner not quite as harsh as the originally announced plan.

After the preliminary injunction issued below, GE not only met with the IUE committee expanded to include representatives of eleven unions but also did negotiate changes in the pension and insurance agreement between IUE and GE despite the fact that agreement by its terms was not open for renegotiation until 1968. This illustrates how issues may arise at any time during the term of a contract.

Should GE decide to subcontract work normally performed in the unit, or to shut down a department or a plant or to change to automation, GE would be under an obligation to give notice to the IUE or the appropriate constituent local or locals and bargain collectively as to the effects of its proposed changes upon the employees represented by IUE. The IUE and its constituent locals are entitled by law to have representatives of other unions serve on their committees and the preliminary injunction below is necessary to assure the employees IUE represents of their rights in this regard until the complaint case before the Board results in an order of enforcement in the Court of Appeals.

5. It has been the practice, over the years, of GE and the IUE Negotiating Committee to meet from time to time during the term of their National Agreement to discuss problems of mutual interest with respect to the administration of the contract or new matters which have arisen. Such meetings were held on May 28, 1962, December 12, 1962, April 29, 1963, February 26, 1964, November 16, 1965, and February 7, 1966.

The agreement of GE to hold such periodic meetings with the IUE Negotiating Committee was contained in a letter from Philip D. Moore, Manager of Employee Relations Service for GE to John H. Callahan, Chairman of the National GE Conference Board of IUE, a copy of which is attached hereto as Appendix D, *infra,* pp. 6a-7a. A copy of the IUE's reply thereto, being a letter dated April 26, 1962, from Callahan to Moore is attached hereto as Appendix E, *infra,* pp. 7a-8a. A copy of the minutes of the resulting meeting held May 29, 1962, is attached hereto as Appendix F, *infra,* pp. 8a-22a. A copy of the account of

this meeting as carried in GE's house organ for the employees at its Pittsfield, Massachusetts plant, the Pittsfield General Electric News of June 8, 1962, is attached hereto as Appendix G, *infra,* pp. 22a-25a. Copies of the minutes of meetings held between GE and the IUE Negotiating Committee on December 12, 1962, and February 26, 1964, are attached as Appendices H and I respectively, *infra,* pp. 26a-44a.

While these documents suggested that GE takes the position that it is not legally required to so meet with the IUE Negotiating Committee, a matter which IUE disputes, there can be no question but what the law protects IUE and its members in their right to select the representatives it sends in as its committee when such meetings take place. The preliminary injunction should be continued in effect to protect IUE's right in this regard. Otherwise these necessary meetings will not take place, employees and the public will lose the advantages of this important collective bargaining, and strikes and industrial unrest may result before the complaint proceedings pending before the Labor Board result in a decree of the Court of Appeals providing for a permanent injunction in the place of the preliminary injunction below.

6. The history of Labor Board cases involving GE furnishes additional reason for not dismissing the case as moot. The unfair labor practices cases arising out of the 1960 and 1963 negotiations have neither one yet reached the stage of a court order enforcing a Board order. Unfair labor practice charges, alleging among other things that the Boulware technique of playing the unions off against each other to obtain acceptance of terms unilaterally devised by GE constituted a violation of Section 8(a)(1) and (5), were filed as to both the 1960 and 1963 negotiations. The Board sus-

tained these charges as to the 1960 negotiations in *Matter of General Electric,* 152 N.L.R.B. 92, now pending in the United States Court of Appeals for the Second Circuit upon the Labor Board's petition for enforcement and GE's petition for review.[1] Both the IUE and the Steelworkers filed charges alleging that GE's similar application of its Boulware techniques in the 1963 negotiations constituted an illegal refusal to bargain in good faith (NLRB Case No. 2-CA-9587). These charges are still pending undecided before the Labor Board. There is hence no basis for vacating the preliminary injunction here as at the present time moot. If we are to judge by these prior proceedings all sorts of occasions for meeting, possibly even negotiating the 1969 contract, may arise before the final disposition of the present proceedings before the Board by a final decree in the appropriate Court of Appeals.

7. The orderly administration of Section 10(j) requires that no hiatus in protection by court order occur in the period between the original entry of a preliminary injunction and the entry of a permanent order by the Court of Appeals upon the enforcement or review proceedings which constitute the final disposition of the complaint case pending before the Board. Certainly, in the area of securing employees their right

---

[1] The District Court in the instant case took judicial notice of these prior Board proceedings (R. 143a). The right of the IUE to intervene in the review and enforcement proceedings in the Court of Appeals and to file its own petition for review was before this Court in *International Union of Electrical, Radio and Machine Workers,* v. *NLRB,* 382 U.S. 366, granting certiorari, vacating and remanding orders entered by the United States Court of Appeals for the Second Circuit without opinion which denied intervention and dismissed IUE's petition. The refusal of the Court of Appeals after remand to permit IUE to maintain review proceedings, 358 F.2d 292, led to the petition for certiorari in No. 341, this Term, which was denied October 17, 1966.

to bargain collectively through representatives of their own choice, the preliminary injunction protecting those rights cannot be moot unless the union becomes decertified or the employer relents. GE here is as adamant as ever in denying its employees the right to bargain through representatives of their own choosing. The preliminary injunction is not moot.

8. In the petition for certiorari filed by IUE to review the judgment below, No. 774, this Term, we have shown how disastrous to continued use of the Section 10(j) procedure to secure employer compliance the continued validity of the Court of Appeals opinion in this case, may well become. We therefore urge that this Court grant the writ in the instant case and review. If for any reason we have not convinced this Court that the case is not moot, we urge the Court to exercise its inventive powers to vacate the decision below with an opinion making it clear that the opinion below cannot properly be relied upon by the Board in declining to petition courts under Section 10(j) or by courts in considering petitions filed under Section 10(j).

Respectfully submitted,

IRVING ABRAMSON
15 East 41st Street
New York, New York

RUTH WEYAND
1126 - 16th Street, N.W.
Washington, D. C.

Attorneys for International Union of Electrical, Radio and Machine Workers, AFL-CIO, Respondent

November 16, 1966

BLANK

PAGE

APPENDIX

BLANK

PAGE

APPENDIX A

NEWS FROM THE AFL-CIO NA. 8-3870

For Immediate Release, Friday, October 14, 1966

STATEMENT BY AFL-CIO PRESIDENT GEORGE MEANY FOR THE AFL-CIO COMMITTEE ON COLLECTIVE BARGAINING

An agreement reached today with General Electric represents a major accomplishment for collective bargaining with that corporation. The benefits included in the agreement are substantially better than the original offer by General Electric on September 14.

Credit for these advances is due primarily to the unity established among our 11 unions and to the determination of their membership. We offer our thanks to the President's panel for their patient and constructive help in bringing the parties together to effect this settlement.

While great advances were made in a number of important fields, neither the unions nor the President's panel were able to move General Electric on one vital issue—the solution of disputes during the life of the contract. The company absolutely refused to agree to arbitration of many disputes that could end in strikes affecting vital defense and non-defense production. Under the present circumstances, which the company flatly refuses to alter, the only recourse open to workers with unresolved grievances during the term of the contract is to strike. The attitude of the company provokes such strikes. This attitude separates General Electric sharply from that of three-fourths of American industry which accepts the principle of arbitration of disputes as a way of life.

We intend to act responsibly on handling disputes in defense and non-defense work and to exercise fully the right to strike if this becomes necessary to protect our membership.

The full responsibility for such strikes will lie entirely upon the shoulders of General Electric.

The present refusal of GE to join with us in reducing the growing unjust area wage differentials will only intensify our determination to secure effective action.

Eliminating wage discrimination against southern and rural workers remains high on the agenda of our activities from this point on.

We intend to continue and broaden our united activities in the coming months, both in the handling of problems during the life of the agreement and in preparation for the negotiations three years from now.

The next order of business is to give help in every way possible to the membership of unions that deal with the Westinghouse corporation. These employees and the unions have a right to expect that Westinghouse will deal with its employees fairly in genuine collective bargaining to effect a speedy and adequate settlement.

If negotiations fail to secure an agreement that our membership can accept, the unions that deal with Westinghouse will have our complete support in every way necessary to secure a just settlement.

APPENDIX B

COMMITTEE ON COLLECTIVE BARGAINING
1126 Sixteenth Street, N.W.
Washington, D. C. 20036

Telephone: 296-1200, Ext. 265
Code 202

October 28, 1966

Memorandum
To: Members of Steering Committee
From: David Lasser, Chairman

In order to plan our future activities, I am suggesting a meeting of the Steering Committee to be held Friday, November 18, 1966, at 10:00 A.M. At this time we might review our experiences and discuss a number of activities that might be undertaken.

Among these are the following:

1. Continued publication of "Unity" on a monthly basis so that we can keep exchanging information and experiences.

2. A campaign to help the southern and rural locals to get wage increases. The fact that we failed to get inequity adjustments in our contract does not prevent locals from filing grievances over wage rates that are out of line, at least in the GE chain.

This question of wage differentials remains an open matter that ought to be settled through our coordinated activities.

3. What kind of structure we should maintain during this period. For example: Should we maintain the same sub-committees as we have before and having them keep working, getting material for future use?

There might be other matters you wish to suggest.

I believe it would be very helpful to all if each of us submits copies of the contracts that have been signed so that all Unions will have copies of our agreements.

This we might arrange to do at the meeting of the Steering Committee.

Appreciate hearing from you with regard to the meeting. Cordial best wishes.

APPENDIX C

The changes made by the 1966-1969 IUE-GE National Agreement signed October 26, 1966, have not yet been incorporated in a document containing an integration of the new provisions with the former provisions. The 1966-1969 contract made no changes in Article XXI and provided for only the following changes in Articles XIII, XIV and XV:

Article XIII Grievance Procedure

Section 2(c) Change third paragraph to read as follows:

> "When the Union requests an emergency meeting on a particular grievance or grievances, such a meeting shall take place within one week after the Company receives the request for such an emergency meeting."

Article XIV Strikes and Lockouts

Section 1 Delete "or if the matter is submitted to arbitration as provided in Article XV", and insert in its place "the foregoing exceptions will not apply if (a) the matter is submitted to arbitration as provided in Article XV, or (b) 12 months shall have elapsed after receipt by the Union of the Company's final decision on the grievance at Step Three."

Article XV Arbitration

Section 3(a) Remove William Gomberg and Joseph Brandschain from list of contract arbitrators.

Delete last two sentences of second paragraph of Section 3(a).

Delete all but the first sentence of the third paragraph of Section 3(a).

Delete the word "alternates" in the listing of arbitrators in Section 3(a) and add the following names:

James Altieri
Lewis M. Gill
Clarence Updegraff
Saul Wallen

Section 5 Substitute the following for Section 5:

The powers of an arbitrator shall include the authority to render a final and binding decision with respect to any dispute brought before him including the right to modify or reduce or rescind any disciplinary action taken by the Company but excluding the right to amend, modify or alter the terms of this Agreement, or any local understanding.

The expense of the arbitration will be borne equally by both parties.

Individuals who are covered by this Agreement do not have the right to invoke the arbitration procedure on their own initiative. The arbitration procedure can only be invoked by the Company on its behalf or the Union on behalf of the employees.

Section 8 Change: "1963" to "1966"

APPENDIX D

GENERAL ELECTRIC COMPANY
570 Lexington Avenue, New York 22, N.Y.
Telephone PLaza 1-1311
Management Development and
Employee Relations Services

April 10, 1962

Mr. John H. Callahan, Chairman
National Conference Board of the IUE (AFL-CIO)
504 State Street
Schenectady, New York

Dear Mr. Callahan:

We have been thoughtfully considering your request for resumption of periodic meetings between representatives of the Company and the National Negotiating Committee of the IUE-GE Conference Board for the purpose of improving our relations climate.

We are mindful that some constructive relations have been achieved in the past when the discussions have been used for exchanging views of a general nature or to clear the air of misunderstandings about the intentions of both parties in exploring problems of mutual interest. Therefore, we are more than willing to join with you in another try at such meetings providing it is clearly understood that they are not to be utilized, or misconstrued, as a substitute for the regular grievance procedure under our contract, or as premature negotiations on contractual matters which are closed until August, 1963. As you know, when attempts have been made to turn prior meetings to such purposes, the results have been detrimental to sound relations.

Perhaps the best way to start is for you to send us your ideas for the agenda of the first meeting, and as soon as

we are in agreement on the items to be discussed, we can set a date to suit our mutual convenience.

Very truly yours,

/s/ P. D. Moore
PHILIP D. MOORE, Manager
Employee Relations Service

cc: James B. Carey

APPENDIX E

April 26, 1962

Mr. Philip D. Moore, Manager
Union Relations Services
General Electric Company
570 Lexington Avenue
New York 22, New York

Dear Mr. Moore:

This is in reply to your letter of April 10, 1962, on your request for resumption of periodic meetings for the Conference Board and your group.

At a meeting of our National Negotiating Committee held in Schenectady April 24th, we discussed your letter and have come up with the following suggested agenda,

1. Problems of automation (as you know, this was once a topic of discussion in previous meetings but the Company never came up with any of their findings).
2. Problems of Farming out of work.
3. Job Security.
4. Syracuse questionnaire. (copy enclosed)
5. Uniform status of stewards. (Mr. Ritter is familiar with this problem).
6. Worcester plant shutdown and the Pittsfield move to Scranton. Also, the retraining program that is outlined in my letter dated April 26, 1962.

leave of absence for union officers. This is handled by the Company in a discriminatory manner and should be corrected.

This meeting should be arranged at a mutual date so that our committee could be notified in advance to make the necessary hotel accommodations.

Very truly yours,

John H. Callahan, Chairman
GE-IUE-AFL-CIO Conference Board

JHC:r
encl:

APPENDIX F

IUE-GE NEGOTIATING COMMITTEE MEETING WITH GENERAL ELECTRIC COMPANY

General Electric Company
New York, New York
May 29, 1962

Present for the Union: Robertson, Brimer, Onion, Lawalin, Evans, McManus, Bristow, Binns, Fiorillo, Callahan, Lasser, LaCasse, McQueeney, Sigal, O'Neil.

Present for the Company: P. D. Moore, J. R. Baldwin, G. E. Dwyer, F. E. Highton, T. F. Hilbert, A. J. Kelley, E. J. Kneeland, W. R. Reed, J. A. Reid, E. J. Ritter, E. S. Willis, R. E. Zook, R. Shaw.

Moore: Reminds the committee the contract is not open. Job Security is something I like to see on the agenda. Discussion on this will swerve a useful purpose.

Lasser: I'd like to respond in the spirit of your remarks and would like to direct my remarks to this question of

Job Security. Experts seem to think that we can expect a recession in 1963. Would like to look ahead to see what problems we might be facing in this area. Suggest we take a look at experience, i.e., expenditures on Income Extension Aid—SUB—training program.

Moore: We have only started to get together on figures on Extension Aid. We don't have any form yet.

Lasser: We can use the form we took in 1958, etc.

Moore: We can get that. We have spent considerable sums on that.

Lasser: This might not be true because the expenditures might have taken other forms. (Cites the Steel Industry experience with Human Relations Committee). What statistics would be needed for collective bargaining, etc.? Try to anticipate problems and to see what we can do here.

Moore: We have watched this to and we think it behooves both parties to do the Human Relations problem independently. The story I get is that they have been somewhat less productive than anticipated.

Lasser: Let's raise this question of Automation. The Company agreed that they would look into the matter and nothing has been done. (Cites Kennedy's press conference statements on automation on April 14). We do feel there are some problems on this in G.E. For example, sales increased by 21% while jobs decreased by 17, while engineers increased—which means that the unemployment has increased more. We suggest that committee be set up to determine what has been done, to provide both of us with information. Take 4 or 5 key places and use them as a basis for discussion.

Moore: We went through this in 1960 and we find that you can't lay too much at the doorstep of automation. We were at a loss to identify the impact of automation in specific jobs. We suggest that we will continue to look at the number of jobs and have them for 1963. We found that automation was not a great influential factor as to

what happened to a number of jobs. We are in the business of automation.

Lasser: We are all for it, but we want to look. If we had a study made—could we get the cooperation of the company?

Moore: I don't follow you.

Moore: I think you should be free to make what studies you want to make, but as far as turning over company records to you—that's something else.

Lasser: For example—if we send someone to Tell City to get information—could we expect your cooperation?

Moore: I'm sure our people there would cooperate with Jim Lawalin. We have a behavioral survey going on now, but we have to evaluate its technique.

Lasser: Refers to Syracuse questionnaire. On what basis is your weekly earnings based?

Moore: We just take a wild shot and it's not supported.

Lasser: What about the cost of $80.00?

Willis: It's just a guess.

Lasser: You ought to look your figures over based on your annual earnings—the figure would be much higher—about the $190.00 a year, what is that based on?

Moore: If it's 3% you can use the figures back.

Lasser: That's well over $3.00 an hour. Is it an average? Would you let me know what your conclusions are?

Moore: Later on we will let you know.

Sigal: On the matter of Income Extension Aid—you said you will supply us with figures.

Moore: You can expect that we will have something for you on this.

Sigal: I was thinking of something more specific. Willis cited some figures. Company spent 1 million on Income Extension Aid and the money applied to the Income Extention Aid.

Willis: Yes, for the 9 month period.

Sigal: The figure does not reveal how many people were laid off—and there is no way to tell how you collect your

figures. I suggest that the current information be broken down to show how this works. It would be important to know how long people were laid off and how the payments were made. Would there be a problem in providing us with that information?

Moore: I think your assumption is incorrect. I wouldn't expect to broaden the thing out to get transcendental information.

Sigal: If only one out of a hundred who are laid off do get the aid or one out of five.

Willis: We don't have the information you are talking about.

Sigal: The article does show that you know how much you spend. You can determine by the number of people laid off and what you spend. You did give us the information, but we are not getting it now. I assume you do collect the information and it would be much more useful if we can get it periodically rather than a lump sum.

Moore: We will look into that.

Sigal: Our information is also that at the end of 1961—your statement was let each side get its own information. This information can be helpful as you go along. We don't kid ourselves that we can get it as good as you can.

Moore: We do send you matter on Insurance and Pensions. We will look into it.

Sigal: The question here is how do changes in production methods change employment. There is still this question—are you suggesting that this is unobtainable?

Moore: I don't think you can all the changes. It's too complex. The guy who is laid off or rehired—there may be no change in production methods. I don't think we can define what jobs are effected on this basis.

Sigal: We do think that the question of determining what is happening is important. I am sure you are always looking to see what the causes are for what is happening. Is there any reason why this can't be made available?

Moore: I don't think there is any information available. Let's speculate on this. I'm willing to do that.

Sigal: I am sure you are interested in easing the impact on the employees. It's true that retraining doesn't produce jobs. But, to know what is happening is the important. You won't be giving anything away by letting us know what these changes are. I'm sure there are situations where the examples are clear.

Moore: I will reassure you that we will call to your attention—some of these things are less foreign competition and retraining.

Callahan: Isn't it true if you were called upon by the President of United States, that you would get this information?

Moore: That's pretty broad, but if we had it we would get it.

Callahan: Didn't the Presidents committee come to certain conclusions?

Moore: We concluded on these items in 1960.

Callahan: We ought to try to improve our relationship, but most of it should come from your side. Mr. Lawalin is authorized to act on problems dealing with Pension and Insurance. Management letter on mailing list.

Moore: We have no outside mailings, but let us know which one you are interested in.

Callahan: What about the other subjects on farming out of work?

Moore: There has been no change in 1960.

Callahan: It's a continuing problem.

Moore: This farm out is a local problem—it should be resolved at the local level. It's a general problem.

Sigal: You mean after it's done? Do you have any policy of discussing it at the local level before it's done and what is done about it. What information do the local managements supply to the Union—as to what its intention is and after it has been done. In what areas can we tell our locals that we can say can be discussed with you?

Moore: Our local management is in continual discussion with local union people.

Moore: Isn't it possible to have some area that we can say that you can expect management will discuss this action?

Hilbert: We can't apply some rule of thumb.

Sigal: Take for example—contracting out some particular operation.

Moore: I just unaware that this is some great problem.

Callahan: Take for example—Welding, farming out. Do you notify the Union or the grounds crew?

Moore: I think it's a wise idea to let the Union know ahead of time, but I don't know whether this being done. I'm unaware where this is being done.

Sigal; Can you give us some example where it was done?

Moore: Yes, the restaurants business in Pittsfield.

Sigal: When?

Moore: 1954-55.

Zook: Very recently we told them in Pittsfield we were farming out the FRAM units.

Callahan: You don't have any problem where there is plenty of work.

Sigal: The point is simply providing the opportunity to discuss the matter. It's the problem of easing the impact on loss of jobs. Can we make a start on providing some systematic method of analyzing the problem?

Callahan: We gave you the Scranton example of the Scranton.

Moore: We gave you our answer on that too.

Sigal: We read the letter and it was completely unilluminating. The guy who lost the job don't understand it.

Dwyer: The Union in Pittsfield were told before the move was made. Are you suggesting that we should discuss with you how it should be handled?

Sigal: Nothing of the sort. I am saying that the company just said "we decided to make the move" and that was that.

Callahan: Is there any other context under which we can take these matters up? You made the move then you called me up. You changed your mind on Scranton.

Hilbert: That shows we are flexible.

McManus: Cites the LU Lynn plant—where people are available for the work in question. In Pittsfield we understood that it was a gyro type of work and we should have been considered.

Moore: Coordiner did announce to each group executive to find some work that could go to Scranton. Your meetings with Ed Parker shows that you were not at a loss to discuss this problem at your location.

Sigal: Is there any reason why these considerations could not be given to the Union? Can't you consider that this is an axiom that it wants to protect employment.

Callahan: How about letting secret work going to a communist union?

Moore: We went over that bush many times. We have good employees in all our locations. We get a lot of subcontracting work—in such as Schenectady. We remain very sensitive to this.

Sigal: What do you consider significant?

Moore: That's up to the local people.

Signal: We are talking about attitude.

Moore: We already expressed that in 1960.

Callahan: Ritter's letter of May 7. Can you explain the letter?

Ritter: Under the procedure we have been following in arbitration—John sends a letter that states the grievance is attached and based on the relief requested is the basis for our position—there is an arbitrable question. Goldman tells us we should take advantage of Article XV 2(b).

Sigal: I have a different understanding and according to my information, the question was not whether or not there was a price in dispute. The arbitration clause is explicit. "The grievance attached does raise an arbitrable issue." You say that you can say that you can.

Hilbert: The purpose of XV 2(b) is to screen out any issue that does raise an arbitrable issue.

Sigal: In the letter you go far beyond the point in that you make. If in fact the grievance does raise an arbitrable issue—you have no right to invoke XV 2(b). If in fact an arbitrator does make a decision over something that he has no power to then you have remedy. You understand that you can change the contract by writing in a letter.

Ritter: You ought to read the record because there are some statements you might not back up.

Sigal: I'm sure your objections to arbitration as a whole is not fair in that it appears you don't want to make the arbitration clause work.

Moore: This arbitration thing is moving in a fast area—like Warrier & Gulf. We have to take steps to protect the interpretation of our contract.

Sigal: What's intended is written here. You are just trying to set forth that the contract is not as narrow as it should be.

Hilbert: That's what we agreed to.

Sigal: Where does it say that?

Hilbert: (Reads contract).

Sigal: Where does it say you can narrow the contract like the discharges?

AFTERNOON SESSION

Sigal: Payment of Income Extension Aid payment as bar of unemployment compensation.

Willis: It would not result in anyone being denied in Alabama.

Sigal: She got no payment the first year. The second year she got a lump sum. Referee held that while she got wages, it was not wages earned during the qualifying period. He held she couldn't collect. GE took position that this was wages earning during period worked. Prior to her layoff.

Willis: That's the basis for keeping the record clean. They can't be used as new wages. You can't use it as wages the first year—then you can't use it as wages the second year.

Sigal: This is a question of qualification for period for which wages are earned. In this case, the issue was whether the claimant had earned wages during the previous year.

Willis: If she had taken the 60 day option—she would have been disqualified. They can't serve two opposite rulings.

Sigal: Proportionately, how many people got the lump sum after 60 days?

Willis: About half—about 800 all over the chain.

Callahan: How many in Schenectady?

Willis: I don't know, but there were quite a few.

Callahan: Is there any way of getting the figure? How many in the IUE plants?

Willis: We just have the over-all figures.

Callahan: It's part of the contract with IUE.

Moore: One of the reasons we don't have figures on this is because the unemployment features didn't come in to play until later. We are getting the figures together now.

Sigal: You mean in all these cases they are getting unemployment compensation?

Willis: Yes. No one has been disqualified. A lot of them are waiting for the 39 weeks.

Sigal: What happens when you guess wrong on the option?

Moore: He repays.

Sigal: When he loses his recall rights?

Company: If after having going through recall?

Sigal: But he took your word. He acted on what turned out to be inaccurate information.

Callahan: If we write you a letter—if we ask for information plant by plant, as to the people who collect on people who are being paid who go to school, etc.,—if they are so fantastic they should be kept secret.

Joe Egan: I don't know of anyone who called in a lump sum and I know of two who are getting paid for schooling.

Onion: No lump sum payments made in Ft. Wayne.

Moore: I'd be interested in what you see in 6 months as far as the work situation.

LaCasse: We have three in Pittsfield for school. Nineteen collected U.C. after 39 weeks and I collected in lump sum.

Callahan: We like to know about the locals involved in the employment.

Moore: Do we have any situations on lay off?

Sigal: You would be in a better position to tell us about that.

Callahan: Suggests meetings like this on a quarterly basis.

Moore: I'm receptive to both your suggestions—maybe we can get a better impression of what would be useful to discuss.

Sigal: You do get your figures on a plant by plant basis?

Moore: Depends on where the payroll is.

Callahan suggested a questionnaire to our own people on this.

Status of Stewards.

Moore: Aren't these matters of local handling. What is your preference?

Callahan: If a steward loses his super-seniority status, the longer service employee should be restored. What would be the lawyers version?

Hilbert: He wouldn't be entitled to be restored according to the contract.

Sigal: If A is a steward and loses his super-seniority—what would be the basis for his super-seniority protection? How do you justify this?

Hilbert: Because the contract was drawn with the thought in mind of the key situation at the time of the stewards status.

Sigal: What is the basis for giving protection to as steward?

Hilbert: This is one of your clauses you asked for. The Union varies its interpretation.

Moore: I take it your preference is that when he loses his seniority status he shall lose his status. Write us a letter on it.

Callahan: I will. Worcester plant shut down. Is there any way we can persuade you to change your mind?

Baldwin: This is a consolidation of a single manufacturing department. It's purely on an economic standpoint. We expect to be able to offer Worcester employees jobs at Ashland. We are currently in negotiations with Union at Ashland with respect to the seniority status at Ashland and we are optimistic.

Binns: We are presently trying to negotiate seniority.

Baldwin: We are in negotiations now at Ashland on this.

Callahan: We can't do anything to change your minds in Worcester?

Moore: Any persuasive means they did in Scranton was in the wrong direction. Whatever they did wasn't persuasive on us at all.

Hilbert: I think you should look on this as an opportunity.

McManus: How many people would be affected in Worcester.

Baldwin: We expect to offer 85-90% jobs in Ashland.

Callahan: Employees refusing to go to Ashland will they be eligible to collect Income Extension Aid?

Baldwin: Yes, if the employees refused they will be collected.

Callahan: No matter where they live?

Baldwin: That's correct.

Callahan: This is a plant closing?

Baldwin: It's a consolidation of the two plants in Ashland.

Callahan: If people are going to refuse to go to Ashland —will they be entitled to termination pay?

Baldwin: They will according to Income Extension Aid.

Sigal: What is your position on unemployment compen-

sation payment—if an employee refuses to take a job offered in Ashland?

Baldwin: We will not protest it.

Callahan: You said 507 in Ashland as of March 29—and 800 people will be offered jobs or 95%.

Sigal: Over what period of time will the people be employed at Ashland?

Baldwin: In about 6 weeks time—by the first of April of next year.

Sigal: What is your projection for employment for the immediate future?

Moore: It looks as thought it is going to be as steady as it has been.

Sigal: For the next year?

Moore: Yes, fairly steady. It has been fairly steady for other businesses, amazingly so.

Sigal: In so far as the plants where we are located—do you see any fluctuations?

Moore: We have the E.R. managers from Lynn, Schenectady, Pittsfield and Baldwin can fill in in Louisville.

Baldwin: Syracuse—Clock and , the business outlook looks excellent for the next year.

Dwyer: Cleveland—all at this point look fairly steady. Roanoke—looks pretty good.

We have a new business. Long range picture looks promising. Tell City and Anniston—receiving tube business is gradual declining. Business at this point is looking better than in a long time because of two competitors —Philco and RCA going out of business. Projection over the next year—it looks pretty steady.

Salary people are betting that in six months, they will close the plant.

Dwyer: There is no intention at this point of closing the Anniston plant.

Baldwin: Our market results are better in Trenton and Tyler.

Dwyer: What I said about Cleveland applies to the other lamp divisions.

Zook: Lynn, Bridgeport, Fort Wayne and Philadelphia. There are no changes in employment level contemplated in the next several months. No reduction contemplated. Bridgeport and Fort Wayne are up 350 over what they have been. Overall I am not aware of any major reductions. The outlook in the small motor plants look very satisfactory.

Ried: Pittsfield—employment is creeping up slowly and steady. The overall employment picture looks good. In Schenectady—we have 600 more people in the bargaining unit than last year. 40-50 people returning every month. Prospects look good there.

Sigal: You indicated that you were dismayed about Lasser's comments about the economy.

Highton: There is no direct relationship to the stock market and the general business outlook. The effect of stock market is connected very seriously of controls in the light of squeeze of Kennedy's action in steel. The condition of excess of exports over imports has changed last five years—will question that reduction of exports will have effect of design cost of products. Management is more concerned with lowering tariffs here—will have greater impact on job opportunities. Challenge our trying to bargain tariff rates down. Whole area of foreign competition should be looked up to a given product than just a given plant. Technology of a given product, cost, etc. Labor should concern itself with competition with other countries. Depreciation allowances. Over the next 6 months or year, don't see where stock market condition will effect employment. Psychology is important factor.

Sigal: Affirmatively what is your projection for the economy as a whole?

Highton: We ought to be rising gradually for the next six months or a year. Even Kennedy is looking at what our economy here is, as to the common market.

Sigal: You suggested that if there was a relief on taxes you expect a slowing down.

Highton: Encouraging thing now is the sharp turn in Home starts and Auto sales.

Sigal: In suggesting this meeting you expressed a desirability of a more constructive relationship.

Moore: Carey suggested that we ought to get together on these quarterly meetings. We ought to get more specific things on the table for the next meeting.

Sigal: Is there anything you have in mind to suggest?

Moore: Nothing at this time.

Sigal: At one location a letter was sent to the Louisville local a month ago about a new policy in Louisville. April 19, 1962 letter to Mr. Bristow. What is new in the portion relative to stewards and Union officials?

Moore: This is always been in the picture.

Baldwin: It was over a culmination of a series of work stoppages. There is no action under this as yet. The intention was to create an acute knowledge of the contract violation. The stoppage created a situation on the pipe lines where a thousand people would be affected.

Sigal: You are going further by saying that the Union has to take practicable action. We don't know what it means. You recognize that the Union does not have an obligation to take a practicable action. This goes to everybody—not just Union members. You won't give the Union any leverage any control over employees. Yet you impose responsibility on the Union without giving the Union their recognition. It's unfair to say to the Union you have responsibility over all employees whether they belong to the Union or not. Unilateral imposing this obligation on the Union. You have no right to do this. This is no way to start getting good relationships off the ground.

Moore: When you get to a situation where you have specifics we can see then whether we are right.

Sigal: I don't see why we can't get this matter cleared up now before we get into more trouble.

Baldwin: It was discussed before it went into the mail.

Bristow: It was announced then it was discussed.

Hilbert: This is standard policy upheld by the board.

Sigal: I challenge that statement. Can you give us an example in our plants?

Hilbert: In Syracuse in 1956-1957.

Sigal: I am talking about the "practicable action."

Hilbert: I am talking about the responsibility of the steward in the contract.

Moore: Don't you agree that there won't be illegal work stoppages?

Sigal: There is nothing in the contract which says there will be no illegal work stoppages.

Hilbert: The contract says unauthorized or sanctioned.

Sigal: Where is such duty imposed by the contract?

Egan: Both sides ought to get to the core of the problem.

Bristow: Cites files of GE daily publications. Doesn't make for good publications.

Moore: Let me assure you that we didn't come to this table with an anti-Union feeling. We had some clippings from the newspapers on Mr. Carey's statements, but we won't go into that now.

Callahan: Union officials—leave of absence. Leave of absence is discriminatory against Dick Evans, as compared to other locations.

Moore: We acknowledge your remarks.

Meeting adjourned at 4:20 p.m.

APPENDIX G

Pittsfield General Electric News, June 8, 1962

MEETING BETWEEN COMPANY AND UNION COVERS WIDE RANGE OF TOPICS

The May 28 meeting between representatives of the Company and the IUE covered a wide range of topics—from automation to responsibilities of union officials in cases of illegal work stoppages.

IUE officials from several plant locations and representatives of the union's national headquarters heard Philip D.

Moore—manager of the Employee Relations Service, express the hope that this kind of session would be constructive, focusing on building better mutual understanding in basic areas rather than substituting for a grievance meeting or constituting any early start to contract negotiations.

David Lasser, IUE research director, led off the discussion by expressing concern about the future prospects for employment in the national economy and in General Electric. Lasser said that the union expects that 1963 will see a recession, with a consequent increase in unemployment.

Lasser then turned to what he termed the widespread public concern with the effect of automation on employment security. He suggested, along the lines of the IUE's 1960 negotiating demands, that the union and General Electric might form a national level "Joint Committee" to study the effect of automation on employment in General Electric and that similar committees could be set up at the plant level.

Moore replied that the Company was continuing to study the effects of automation along with all other factors affecting employment, and said there was to date little evidence that automation had accounted for a loss in jobs in General Electric. On the contrary, Moore pointed out, automation has created many General Electric jobs, because the Company is a major manufacturer of automation equipment. Moore added that he felt that "automation" had been overemphasized as a threat to employment opportunities in the economy as a whole.

To this, IUE attorney Benjamin Sigal replied that the IUE was really interested in any changes in production methods that affected employment, and thus, that we should not let the difficulty in defining "automation" stand in the way of thorough study.

Moore assured him that General Electric was continuing its year-round study of all of the factors that affect employment and unemployment and suggested that the union conduct independent studies on this subject, too.

Still on the general subject of employment security, IUE representatives asked for data on benefits paid to date under the Income Extension Plan, and indicated some dissatisfaction that more employees had not received benefits under the Plan. In reply, Moore pointed out that great numbers of employees had not drawn benefits under the Plan was a good sign that employment had been relatively stable in the Company over the past year.

Sigal then moved to the subject of arbitration, suggesting that General Electric did not seem to be trying to make the arbitration clause in the contract work, because the Company has objected to IUE requests for arbitration on certain types of grievances.

Moore replied that the Company was objecting to arbitration only in specific cases where the grievance was outside the scope contemplated by the arbitration clause in the National Agreement, which was intended to make a relatively narrow range of grievances subject to arbitration. Company counsel Thomas F. Hilbert added that General Electric is seeking only to administer the National Agreement in the light of the intent of both the Company and the union when the agreement was negotiated. Our specific objections, he said, are intended to preclude broadening the contract beyond the point that the parties contemplated at the time of negotiation.

Moore added that arbitration has become a broader problem primarily because of recent court decisions which give arbitrators new authority to operate in many areas not originally contemplated in agreement. This, in effect, creates a situation in which negotiated agreements become distorted when they are subject to change by arbitrators who were not parties to the negotiations.

The final subject discussed during the day was a protest raised by Mr. Sigal that General Electric was not fostering sound relationships with the IUE in one plant location by sending letters to employees and to local IUE officials stating that employees who took part in illegal work stop-

pages would be subject to disciplinary action, and that local union officials would also be disciplined if they fail to take practicable action to halt an illegal work stoppage.

Sigal took the unusual position that IUE officials had "no affirmative obligation" to try to halt "wildcat" strikes which the union did not start, and that it wasn't right for the Company to seek to hold IUE officials responsible for halting such stoppages. He explained that not all employees represented by the union were members of the union, and that local officials had no power over non-members.

Pointing out that the matter of membership or non-membership was irrelevant, and that in any event it was unlikely that only non-members were engaging in work stoppages, Hilbert cited the National Agreement provisions stating that the union and its officials agree not to authorize or sanction, directly or indirectly, work stoppages in violation of the Agreement.

John Callahan, Chairman of the IUE's General Electric Conference Board, suggested that subsequent meetings should be held on a regular quarterly basis. Moore replied that he thought the meeting had been constructive, that subsequent meetings might be held periodically, although not necessarily quarterly, and that the next meeting might be scheduled for September.

APPENDIX H

IUE-GE NEGOTIATING COMMITTEE MEETING WITH GENERAL ELECTRIC COMPANY

570 Lexington Avenue
New York N.Y.
December 12, 1962

Present for the Union: John H. Callahan, Frank Fiorillo, Dave Lasser, Ben Sigal, Joseph LaCasse, Joseph Egan, Richard Evans, Fred Prater, Art Gwinell, Art LaBlue, Hugh McManus, Leroy Johnson, John Stanley.

Present for the Company: J. R. Baldwin, E. W. Bickford, G. E. Dwyer, F. E. Highton, T. F. Hilbert, A. J. Kelley, E. J. Kneeland, J. A. Nunn, W. K. Reid, W. K. Reed, E. J. Ritter, E. S. Willis, R. E. Zook, Phil Moore.

Discussion on Anniston, Ala. plant closing

Dwyer: Listed reasons for the plant closing

1. Competition

2. Impact of imports on volume business; 479 million in 1955; reduced to 76 million in 1961; decrease of 21%. Estimate for the next 5 years will be down 275 million or 42% off. Competition from Japan and Netherlands growing since 1955. Every manufacturer is facing the same problem; Philco, CBS Hytron is now out of business; Sylvania is now out of the business and RCA is closing their plants. We had choice of in reviewing the situation to consolidate operations and using the most feasible thereby retaining jobs for 5-6 thousand people. The latter choice was best in our judgment; closing the Anniston plant because it was the least feasible to be maintained. Reasons: Geographical

location, proximity to other locations, proximity to headquarters. Therefore Anniston was the logical location to close. This does not mean we are announcing that we are closing the plant, but not for the manufacture of tubes. We are prepared for other aspects; 1. cost picture of operations and 2. employees relations picture. These are the things considered by other managers who might need more plant space. We are also trying to market the plant to other outside GE manufacturers. Last week a Company from Illinois or Indiana was looking over the plant. We are trying to hedge on this by trying to find a place for our employees. Most folks that have skills in Anniston can be placed but the unskilled and semi-skilled will have trouble. The schedule for phasing out the plant will begin after the first of the year and will take 6 months or more to complete The Income Extension Aid will be applicable.

One more point. Anniston has a reputation which is unfortunate because of the 1960 strike. We have difficulty in overcoming that. We are trying to emphasize that with that one exception relations have been very good.

Callahan: Reads from newspaper clipping item about new GE plant opening in Huntsville and Gainsville, Fla.

Baldwin: These are connected with the N.A.S.A. program.

Lasser: Are people in Anniston offered jobs in Huntsville?

Callahan: Only to non Union people?

Lasser: There seems to be some confusion. You tell us that there is no production work involved and we are told by the newspapers and our Local that people are offered production jobs.

Moore: Only that we are trying to help people get jobs. There are no production jobs there. It's more of a Development and Research kind of thing.

Prater: They told us that they have production jobs there.

Moore: We will check into that.

Reed: The Gainsville announcement was made long before the announcement of the Anniston plant closing.

Lasser: How far along is the Gainsville facilities progressed?

Reid: They broke ground about 3 months ago.

Lasser: When will it be completed?

Reid: In about 3 months.

Lasser: If you are in such a hurry why couldn't you use the Anniston facility?

Reid: Gainsville has been designed for a specific facility.

Lasser: I have the impression that the decision to close Anniston was taken into account over a long period.

Moore: Property for the Gainsville plant was acquired in 1957.

Reid: The products made are highly technical batteries.

Callahan: What type of people are you employing?

Reid: Mainly people with high engineering ability.

Moore: The Anniston plant was reviewed very carefully.

Prater: We had a report from high authority that the Company would not turn the plant over.

Dwyer: That is completely erroneous.

Callahan: The Owensboro plant is hiring new people and some machines have gone to Tell City.

Lasser: How much of the Tube market does GE have?

Moore: We don't know.

Callahan: Are you the leader?

Lasser: How much of the production was made in Anniston?

Moore: We don't know.

Lasser: What will the order of phasing out be?

Dwyer: About 1/6 or 10% a month.

Lasser: What will the total force be?

Dwyer: About 250 to 300 production employees.

Lasser: Less production in total.

Dwyer: Yes, difference will be in full utilization of present engineers.

Lasser: What do you see in prospective future?

Moore: Optomistic in the next 10 years. Consolidation will make it a better competitive product.

Prater: Shrinkage in Anniston has been less than in Owensboro and Tell City.

Dwyer: We have been happy with the productivity of employees in Anniston. We are not leaving Anniston because of the productivity of the employees in Anniston.

Stanley: Objects to references to the strike in Anniston and the reference to the bad employees in Anniston, made by the Company.

Callahan: Refers to the editorial in the Anniston newspapers regarding the comments made about the strike and the bad employees.

Prater: I work in Anniston. What "hoodlums" are you referring to?

Company: (No answer).

Lasser: Are you going to treat Anniston as a Closed plant?

Dwyer: For the purposes of Income Extension Aid this is a plant closing.

Lasser: Are the people obligated to stay until you release them?

Dwyer: Yes, if they are released earlier we will bend over backwards.

Callahan: Has anyone been paid yet?

Dwyer: There are some one layoff now with less than 12 months or less service.

Lasser: Assuming that Prater's statement is correct that the Company wants women in Huntsville isn't there something wrong with your statement that in phasing out the Anniston plant on availability.

Moore: We haven't established that yet.

Lasser: Why couldn't that production work be done in Anniston?

Moore: It has to be done on the site. We will check the facts. But its not a production kind of thing in Huntsville.

Callahan: Senators Sparkman and Hill have expressed concern over your announcement to close the Anniston plant.

Moore: We are most concerned.

Lasser: The decision on this was made months ago.

Moore: That's an assumption.

Prater: They said that 5 years ago.

Moore: We didn't say that we were closing the plant down. We said the decision had not been made.

Lasser: Your decision couldn't have been made in the last 2 months.

Moore: As long as the handwriting was on the wall we did consider it.

Lasser: You just couldn't have made the decision just 2 months ago. With all the managerial know how at your disposal, computers, planning experts and etc., you could have made better plans to replace the product in Anniston.

Moore: This was done. We could see a trend.

Lasser: When do you expect to come to a final decision as to when you will definitely know whether you will stay or not?

Dwyer: We don't know.

Lasser: It seems rediculous that you didn't dovetail your plans better.

Callahan: Did you put a brochure out?

Dwyer: Yes.

Egan: As of now are you optomistic in keeping the plant open?

Dwyer: It doesn't look promising, but it may change.

McManus: How great is GE interests in foreign tube manufacturing?

Moore: Little or no interest in Tube.

Lasser: I understand that its going up to 10 to 12%.

Moore: Yes, about that.

Lasser: Is Toshiba one of the exporters.

Dwyer: Yes.

Lasser: Didn't you furnish them with drawings, patents, and cross leasing agreements?

Moore: They were the same as Carey's proposals.

Lasser: You have the best know how in engineering in space ships and missiles and diamond making, but when it comes to taking care of 600 people in weighing human values you seem to go into confusion.

Moore: We did give all the consideration possible.

Lasser: You make an infinite number of products. You could use your ability to make plans in Anniston with another product.

Moore: We have considered all ways to make an announcement of this type but any way we make it we get criticized.

Prater: What about people who have to stand in line in Owensboro and Tell City.

Moore: Our policy hasn't changed in that regard. We do not have a prohibition on hiring rights. Employees don't go with a machine. He can go on a job opening.

Prater: Would employees from Anniston be given consideration over a new employee?

Moore: If he has skills and background experience.

Sigal: You say you don't discriminate against employees in GE. What are you doing with supervisors?

Callahan: Three foremen went to Huntsville.

Dwyer: Some did, Yes.

Sigal: You didn't tell them they would have to get in line.

Moore: The hourly employees have been told that there are employment opportunities in Huntsville.

Lawalin: In Tell City they could be integrated because we make the same product.

Dwyer: There is no reason an employee from Anniston can't file an application for employment in Tell City. He would be considered based on his qualifications.

Callahan: You are giving employment to your foreman.

Sigal: You have the greatest concern for your machines,

but none on human resources. Have you asked your employees if they want to move if there are so many jobs in Owensboro and Tell City?

Dwyer: We don't know.

Prater: You do know when the machines are going to Owensboro and Tell City.

Johnson: Did you offer the E. Boston employees jobs in Memphis. We couldn't even question as to what precisely was offered.

Dwyer: A sizeable Number moved to Euclid Lamp and other places.

Lasser: Are you going to make an offer to the Anniston people?

Dwyer: We haven't reached that point yet.

Hilbert: This subject was fully discussed in 1960.

Callahan: Is this why you won't do it. We are talking about Anniston.

Hilbert: I'm just saying that this is Company policy.

Sigal: When the patient dies then there is no further problems with him any more. We are asking you to make some reasonable provision for these people. We don't represent the machinery. Maybe we would be better off if we did.

Moore: We talked about this in 1960.

Sigal: We now have a joint and mutual problem.

Callahan: Why don't you integrate like you did in Worcester.

Dwyer: We haven't got to that point yet.

(Morning session ended at about 12:15 P.M.)

Afternoon session started at about 2:00 P.M.

Discussion on Income Extension Aid

Lasser: Asked for information requested in the Letter of October 14.

Moore: (Distributed figures to members of the Committee).

This will bring you up to date for the first and second quarter of 1962.

Lasser: When will the information be available by location?

Willis: These are GE Totals.

Lasser: What happened to the people in Scranton, Pa.

Dwyer: Some are on layoff; Few are recalled.

Lasser: What are the number of employees now?

Willis: There are 175,000 employees with 3 years or more of service.

Lasser: What is responsible for the sharp drop off (referring to the figures on the sheet Moore passed out) for tuition?

Moore: Steady employment. Number of layoffs are 15% of what they were in 1961.

Lasser: Why are there so few people requesting training (8)?

Company:

Moore: We are surprised that more people don't want to learn.

Lasser: That's not so. Your figures indicate that an examination is needed as to why people don't take advantage of the training program.

Willis: We did check. We asked the question if people really understood the program. The response was yes.

DISCUSSION ON ARBITRATION

Moore: If the trend of the IUE is to seek to abrogate the Agreement with Arbitration and if this persists then in 1963 we are going to have the goddamndest wrestling match on the Arbitration clauses you ever heard of.

Callahan: On grievances you invoke the rule, even after court decisions have been rendered you still invoke the rule.

Sigal: What areas are we allegedly abusing.

Moore: You are seeking to broaden the contract in the areas of discipline and discharge cases.

Sigal: It seems to me that GE has to carry the burden of proof. The fact is that you have been raising the question of broadening the Contract. We don't think that we

have violated any understandings. It was our loss when you succeeded in imposing an arbitration clause which don't exist anywhere except in Westinghouse which puts the burden on the Union requiring a court order to get you to arbitrate. The fact is there is no burden on you. The burden is on the Union. The Company doesn't lose a thing. What is it that you have been obliged to do that is so burdensome?

Moore: You put the item on the agenda.

Sigal: You have admitted there was a problem some months ago. You have a gripe. We have a gripe. You just now threatened us by saying that you will take us to the mat in 1963. Now lets put the problem on the table.

Moore: I'm not going to get involved in that kind of conversation with you. You said that you had the problem.

Sigal: In order for us to get arbitration we have to go to court in the majority of cases.

Hilbert: In some grievances that are joined with some we think are not arbitrable.

Sigal: Let's not waste time. I'm not here to exchange witticisms and barbs. Let's state the problem. You have refused to arbitrate the majority of cases and requiring us to go to court requiring us to go to court compelling arbitration. What is there we can do to correct the situation?

Sigal: If there is a willingness on both sides to do something about it we can start right now. You said that we are going to have a big wrestling match. We don't agree that we are violating any agreement. The agreement that is written and signed is the only document. Why are you raising this hullaboo that we are violating the agreement? Why do we have to go to court to compell arbitration? Are you interested in doing something about it?

Moore: Since Warrior and Gulf Arbitrators have taken a different view and IUE and others are trying to take advantage of the situation as to what was or not arbitrable. If the trend continues to broaden the understandings then

we have to get an understanding as to what we understood. At the moment we are talking about what we see is a developing trend.

Sigal: What we understood is written down in an Agreement. You ought to explain what you mean by what you said that the law has affected what is arbitrable. The only change that has occurred is the approach as to what is the grey or doubtful areas.

Moore: The question is what is and is not arbitrable under the contract.

Sigal: That is specifically expressed in the Contract.

Moore: Our contract says that subcontracting is not arbitrable.

Sigal: Where does it say that subcontracting is not arbitrable in the Contract? You wrote the language. You set forth the Areas where Arbitration can't make an award. You say that because we are asking to arbitrate cases in which you say are not arbitrable. How many cases have you been actually taken into court?

Moore: It isn't your success that's bothering me, but your efforts are. Your requests for arbitration have increased 4 or 5 fold.

Sigal: The whole basis of arbitration is to avoid strikes. You are saying that we are abusing our rights if we want to get a question or issue resolved. When you consider the number of units we have our average is much smaller.

Hilbert: There are two sensitive areas;

1. IUE is taking advantage of the supreme court decisions.

2. In 1955 understanding on no arbitration as Article 1 and subcontracting.

3. Upgradings not arbitrable until 1954 (Shell case)

Sigal: We always argued that the arbitration clause was too vague over the years. We wouldn't have taken all the pains we did in changing the arbitration clause.

Hilbert: In 1955 we operated on a more trustworthy basis.

Sigal: The parties expected that in 1955 that the Union expected the Company to challenge some cases because you expected this would happen and now we are doing what you expected and then you say we are violating the agreement.

Now as to the specific subjects as to what would not be arbitrated—that we agreed to. Let us know in specific terms what it is that's bothering you, so that we know and make it possible to arrive at an agreement instead of making threats of a great big wrestling match.

Moore: Let me think about it. We will be in touch with you.

The Meeting ended about 5:00 P.M.

APPENDIX I

IUE-GE NEGOTIATING COMMITTEE MEETING WITH GENERAL ELECTRIC COMPANY

February 26, 1964
New York, New York

Present for the Union: Callahan, Fiorillo, Jandreau, McManus, Egan, Hayden, Evans, Lawalin, Rock, Rivard, Santerre, LaCasse, Johnson.

Present for the Company: Moore, Ritter, Bickford, Luker, Hilbert, Kelly, Reed, Baldwin, Ried, Highton, Nunn, Kneeland, Herreman, Willis.

Ritter: Moore will be late because of train schedules.

Callahan: Complaints on Vacation Schedules. (Reads article on Berkshire Eagle) (January 20, 1964).

LaCasse: Moore stated that it was not the intent to use the vacations as they are now doing.

Ritter: You have what is in the blue book.

Callahan: LaCasse is not alone.

Ritter: After the committee agreed to this now we get all this. We should not be subject to attack.

Ried: In Pittsfield we have three different situations. Power Transformer, 3 weeks shut down; 88% of people entitled to 3 weeks or more; 55% entitled to 4 weeks or more. They felt it was physically impossible to operate effectively. Other vacations will be at the discretion of employees with approval of management. I don't think Pittsfield is suffering 80% have 3 weeks; 60% have 4 weeks. We got letters of protest from employees complaining about scheduling of vacations so we tried to accommodate.

Egan: In those departments where you always had a 2 week vacation shut down—was the change to 3 weeks because of the business or the contract change?

Ried: Because of the business.

Egan: How about those who will be using personal time?

Ried: 55% in power transformer will get the extra 4th week.

LaCasse: You gave the impression that shutdowns always were 2 weeks and this practice would continue.

Ritter: A previous arbitration award prevented people from varying from the contract language and this is why we proposed the changes.

Ried: The more time you have off in the interests of business, we want to maintain or gain on our share of the market.

Egan: We still have a shut down this year and now management in Philadelphia is saying that all vacations must be over by September.

Moore came into the meeting at 10:45 a.m.

Moore: When we started this vacation plan we knew that we would have problems. Let's see what they are.

Callahan: Again reads from Berkshire Eagle. Permitting employees more flexible use of vacation time.

Ritter: It is more flexible.

McManus: There is no question that people had the impression that the vacation would be more flexible.

Evans: We have one location with a four week shutdown. Some employees will be able to use the option because of the new additions to the contract.

Moore: We all have to recognize that vacation shutdowns will get longer as time goes on.

Jandreau: In Schenectady every department has a different schedule. We expected longer shut downs and more than one, but for the first time they are saying at the end of the year there will be a shut down. We can show there is more overtime. We say people are entitled to take time off. The complaint we have is the selection of the shut down. This has never happened before. I'm not convinced that this has anything to do with business. An employee can end up with an extra week off. I question whether the shut down is for business requirements.

Ritter: This goes to the point of the arbitration case we had with another Union with the extra vacation time before and after the vacation shut down.

Egan: You ought to do a better planning job.

Ritter: The customer has a lot to say about it.

Lawalin: You said we got what's in the blue book. We always had options in Tell City. This year we have a schedule posted—2 weeks shut down in July and one in December. This year they list it as two shut downs as such.

Moore: What they are saying is that the third week is the planned shut down. We didn't have the intention of having the shut down split, but we did say we might have a 3 or 4 week shut down. I'll talk to the folks in Tell City about it.

Ried: We have no problems where the Locals have worked out agreements on when the scheduled shut down would occur.

Evans: The big thing with us is the incidental absences and this has a great appeal.

Moore: Because it's new we did anticipate having some problems with this. Especially with the unemployment compensation aspect of the problem.

Ried: If we scheduled the last week of the year just out of sheer nastiness—I agree with you that it would be wrong.

Moore: We would like to get together again on this vacation problem to talk some more about it to see what other problems we run into.

Callahan: We'd like to know why you refuse to hear a grievance here at the third level—Fitchburg.

Moore: That case was solved across the grievance table. Fiorillo agreed to the settlement.

Callahan: How can you make a settlement. (Reads letter to Ritter). I think there is something fishy about the whole thing. It seems very strange to schedule the meeting.

Ritter: What was your report?

Rivard: While we were meeting with the Company, the Company handed out checks.

Moore: When we started these meetings, we understood that we would not discuss grievances. I think it's out of order.

Callahan: If you refuse to meet with us on this grievance, we will have to file a charge against you.

Rivard: Could I read your daily headliners?

Moore: No.

Callahan: Why didn't you tell us you refuse to discuss this case?

Moore: Do you have another subject?

Rivard: Started to read.

Moore: If you do, you will jeopardize the period meetings.

Ritter: There are people here who are not on the Negotiating Committee.

Callahan: At least you should have the decency to let us know that you wouldn't want to discuss this.

Ritter: I told you that I wouldn't discuss this grievance officially, but I will talk to you about it.

Callahan: What day do you want to meet?

Rivard: You ought to be fair and hear what we have to say about it.

Ritter: The 4th at 2:00 P.M.

Callahan: Employment Security.

Several times we wrote to you on the problems of automation.

Moore: I remember past discussions on having a committee to review the impact on automation.

Jandreau: There are a lot of facts on the increase or decrease in forces. In Schenectady the employment has decreased 900 a year since 1957. This has caused an increase in output in machines you are investing in more modern machinery. New machines coming in displacing several old machines—like the planner miller in the Turbine Department. We have people displaced with these skills in their late 50's and can't be placed anywhere. We do feel it and the record shows it that new technology has caused 900 people a year to be displaced.

Moore: What's the alternate course of action. Should we not improve machines.

Jandreau: The official Union position is not to oppose improvements. Automation should be a blessing and not a curse.

Moore: What's the solution?

Jandreau: I don't have the solution if you don't, but we ought to jointly try to find one.

Moore: We did provide for improvements in the contract.

Jandreau: We could talk about the shorter work week.

Moore: It may occur to you that certain businesses were under the umbrella of anti-trust suits and before you start laying all the problems.

Egan: You are not laying that at our door step.

Moore: There is always the problems of cost.

Fiorillo: What about the joint committee on automation?

Moore: No, we went around the bush on that one.

Egan: We see the effects of the computer on the Salaried jobs. What do we do with these people?

Moore: We'll do what we did in Pittsfield. Make sure we don't hire people so we don't have to lay them off. What's the solution?

Egan: You go around the country?

Moore: We don't want to hire, whether we need them or not.

Jandreau: Wirtz came up with figures on employment. There is no difference in G.E. Putting people on Government payrolls is not the answer. Even Snyder said his job is to put people out of work.

Moore: He is just pro-labor.

Jandreau: He is pro-concience.

Moore: We went all over this joint committee thing and don't see any need for it. What are you going to get out of it?

Jandreau: What are you doing about it?

Moore: Our employment is increasing in the Company (hourly people).

Callahan: Is it true in Pittsfield you are not hiring any more apprentices?

Moore: It varies every year.

Recessed for lunch at 12:20 p.m.

Meeting resumed at 2:20 p.m.

Lawalin: Questions on Insurance. Won't you explain credit balance approach to Exclusion K. How it applies to both plants.

Moore: Any credit balance that accrues on a particular bill can be applied to other payments to subsequent illness within that year.

Lawalin: The question of applying the deductibles. The 10 year restriction any time during 10 years could be wiped out. What is the basic reason for 10 year limitation?

Continuity of service. An employee out beyond a year—does it apply to those already out at the time the agreement was signed.

Willis: Credit Balance—distributes Exclusion K calculation and explains data on page 17—page 18.

Lawalin: This is for a given claimant.

Willis: It would be for each person. On the front page.

Lawalin: How would you apply a case where you had extended benefits?

Willis: You have 513 left on Basic in Tell City.

2	Linton
9	Philadelphia
16	KAPL
11	LMG
16	LST
31	Burlington
5	Foundry—Schenectady
2	SAE—Lynn
3	Waterford
Total—734	237 dropped at end of of year

We don't know whether these are all hourly or not.

Jandreau: Do you agree that they have worked out the IEA as described in the IUE News.

Willis: Yes.

McManus: The agreement is that the new plan would work the same as the old Relief and Loan plan.

Willis: Yes.

Lawalin: Whether people who go out on retirement—why they have the 10 year restrictions.

Willis: It's in the cards they signed and we got out a news release on it. We put in the 10 year restriction because we felt people were contributing to the overall plan. We found cases where people would come in the plan at the last minute. In order to give everyone an equal break, we felt that we had to keep the same restriction.

Jandreau: When the change in Exclusion K came in some people jumped at the premium saving without realiz-

ing that they would lose out at the end. We had the 10—15 year requirement since 1948. When people reach 55 in most cases they are contacted to make sure they are in. This is in the manual. Relations manual news release date October 1, 1963.

If you have any case where it looks like a legitimate error, let's take a look at it.

Egan: How many Pensioners took the additional $3,000.00?

Willis: About 95%. We have changed the date to February 28, 1964, because of the 1000 or so that came in late—18,000 applications.

Local managements have just distributed the Un. Rep. plan. Two years ago we were using 3% assumption. Now—it is 4% after. It was approved last week—we found we could reduce the payment to 1.8 back to 1963 January 1. There are about 30 Unions participating.

Callahan: A lot of Unions are not participating.

Lawalin: On Continuity of Service application to people who were out when contract was signed.

Willis: We said we would change the 3 years to 5 years. Anyone who comes back before September 30, he will get the 5 year. If she comes back say within 18 months, she would be automatically placed on the recall list.

McManus: An employee returning from service and signed up November 1961, with dependents coverage. She was pregnant at the time which made her ineligible for coverage. She sent in bills for medical depression.

Lawalin: Reimbursement agreement. Why is it necessary before you pay?

Willis: To be sure we can collect on negligence claims. We have used that for 4 years.

Callahan: Lost time for Stewards.

Moore: We found no changes had been made on the 20th in our report. We made it damn clear to these guys that they should do something about it.

Egan: I have been talking to Toner about this. You want to talk about the time the Stewards don't use. That's not the problem. We have Stewards who use up more time.

Moore: They are free in the face of evidence to do what they should to improve.

Rivard: Company is trying to take away what we already have. Locally, management says that if we call the meeting, we will pay.

Moore: Our Consultant is out sick—we will look into that situation.

Ritter: Is this the place where they have two additional members?

Rivard: They have the problem in Fitchburg where management is trying to reduce the time by pooling what's not used up.

Moore: That was not the basis for our thinking in negotiations. We didn't intend to pool.

Ried: We have problems where people want to spend 8 hours a week whether they have grievances or not.

Egan: What locals don't have grievances?

McManus: We do have the question up in Lynn. Lot of lost time is coming from pieceworkers and excessive lost time is charged to the Union, because of your new pricing policies.

Moore: They are free to charge if they are convinced.

Jandreau: Do we negotiate for the whole works in Schenectady, or do we have to negotiate with 17 different departments. Can I negotiate this with Mr. Stevens or Levy?

Moore: You should talk to Mr. Stevens and Levy.

Callahan: Scheduling of third step grievances.

Bridgeport—Dues check off cards. You refused to accept the check off cards.

Moore: We haven't heard about it. Will check into it.

BLANK

PAGE